

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK

J & J SPORTS PRODUCTIONS, INC.,
as Broadcast Licensee of the **March 19, 2005**
MORALES/PACQUAIO Program,

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT, E.D.N.Y.

★ APR 26 2006 ★

BROOKLYN OFFICE

Plaintiff,

-against-

DEFAULT JUDGMENT
Civil Action No. CV-05-5799-JG-VVP
Hon. John Gleeson

MILADYS LOPEZ, Individually, and d/b/a
MILADYS GROCERY STORE a/k/a MILADYS
GROCERY, and MILADYS GROCERY STORE
a/k/a MILADYS GROCERY,

Defendants.

The Summons and Complaint in this action having been duly served upon the
Defendants, **MILADYS LOPEZ, Individually, and d/b/a MILADYS GROCERY STORE**
a/k/a MILADYS GROCERY, and MILADYS GROCERY STORE a/k/a MILADYS
GROCERY, on January 4, 2006, and said Defendants having failed to plead or otherwise appear
in this action,

NOW, on motion of JULIE COHEN LONSTEIN, of counsel to LONSTEIN LAW
OFFICE P.C., attorneys for the Plaintiff, it is hereby

ORDERED, ADJUDGED AND DECREED that Defendants, **MILADYS**
LOPEZ, Individually, and d/b/a MILADYS GROCERY STORE a/k/a MILADYS
GROCERY, and MILADYS GROCERY STORE a/k/a MILADYS GROCERY any of their
servants, employees, agents, persons acting in concert with them or acting on their behalf are
hereby permanently enjoined and restrained from engaging in the unauthorized reception and

interception, whether by air or cable, of Plaintiff's programming, signals or services, or in aiding and abetting any such acts, and are hereby permanently enjoined and restrained from connecting to, attaching, splicing into, tampering with or in any way using Plaintiff's cable wiring without Plaintiff's authorization, and are hereby permanently enjoined and restrained from manufacturing, selling, purchasing, obtaining, using, or possessing any device or equipment capable of unscrambling, intercepting, receiving, decoding, transmitting, providing, or making available all or part of Plaintiff's programming or services without Plaintiff's express authorization, it is further,

ORDERED AND ADJUDGED that J & J Sports Productions, Inc., the Plaintiff, does recover jointly and severally of **MILADYS LOPEZ, Individually, and d/b/a MILADYS GROCERY STORE a/k/a MILADYS GROCERY**, *an amount to be determined in the first instance by the assigned magistrate judge to whom the matter is referred for* under 605(e)(3)(C)(i)(II) in the sum of up to TEN THOUSAND DOLLARS (\$10,000.00) *on RTR*.

2) and under 605(e)(3)(C)(ii) a sum of up to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for enhanced damages for Defendant's willful violation of 605(a)

3) and under 605(e)(3)(B)(iii) costs and Attorney fees of NINE HUNDRED NINETY THREE DOLLARS AND SEVENTY FIVE CENTS (\$993.75)

and it is further

ORDERED AND ADJUDGED that J & J Sports Productions, Inc., the Plaintiff, does recover jointly and severally of **MILADYS GROCERY STORE a/k/a MILADYS GROCERY**

1) under 605(e)(3)(C)(i)(II) in the sum of up to TEN THOUSAND DOLLARS (\$10,000.00)

2) and under 605(e)(3)(C)(ii) a sum of up to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for increased damages for Defendant's willful violation of 605(a)

3) and under 605(e)(3)(B)(iii) costs and Attorney fees of NINE HUNDRED NINETY THREE DOLLARS AND SEVENTY FIVE CENTS (\$993.75)

and it is further

~~ORDERED AND ADJUDGED~~ that pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, there is no just reason for delay in this Default Judgment as the interest of justice require the issuance of judgment as requested without further delay.

Dated: , 2006

4-17-06

s/John Gleeson

HONORABLE JOHN GLEESON

United States District Judge